

ZB# 96-6

Louise Schumacher-Cicio

55-1-3

#96-6. - Schumacher, Louise
(Cicio)
(Area) 55-1-3.

Packin.

- Feb 5, 1996
Letter out 3/15/96.
Copy of:
① Deed
② Title Report
③ Fees ① 50.00 ② 300.00
④ Photos. 4
Notice to newspaper 3/14/96

Public Hearing:
April 8, 1996.
Variances
Area. 40.

Refund due:
\$194.00

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, NY 12550

GENERAL RECEIPT

15-86

March 15 1996

Received of Danip Cicio \$ 50.00

Eighty 00/100 DOLLARS

For ZBA # 96-6

DISTRIBUTION

FUND	CODE	AMOUNT
<u>CR # 9288</u>		<u>50.00</u>

By Dorothy H. Harman

© WILLIAT



For ZBA 966

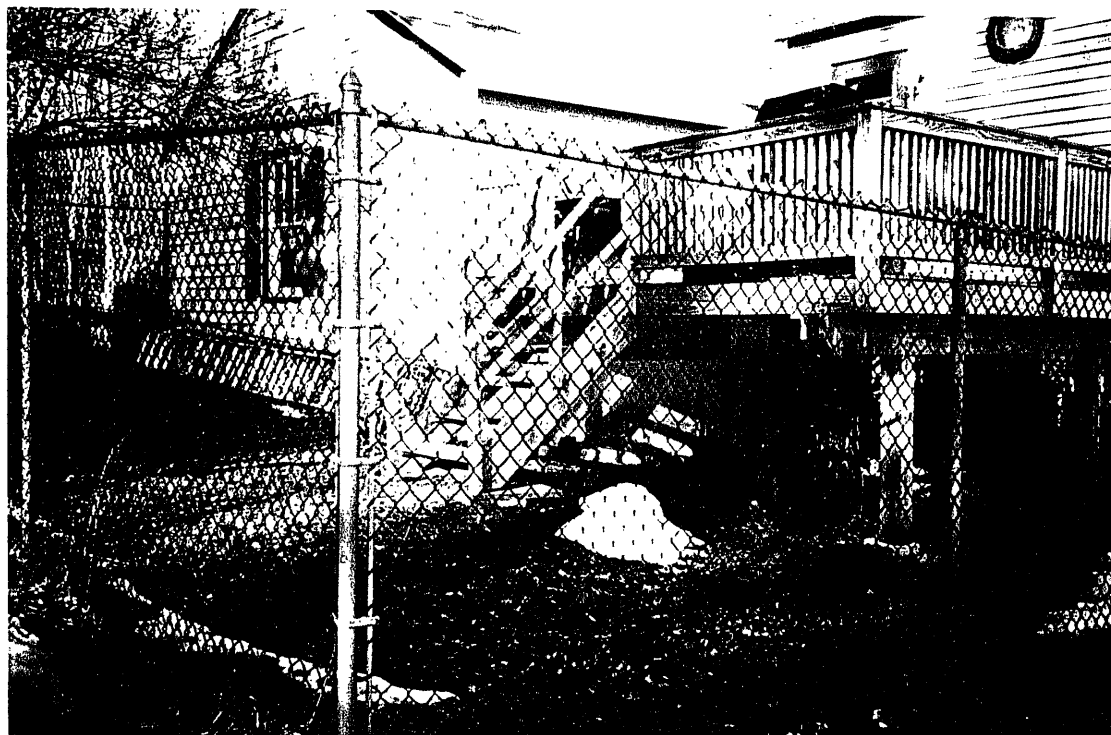
DISTRIBUTION:

FUND	CODE	AMOUNT
ck #9288		50.00

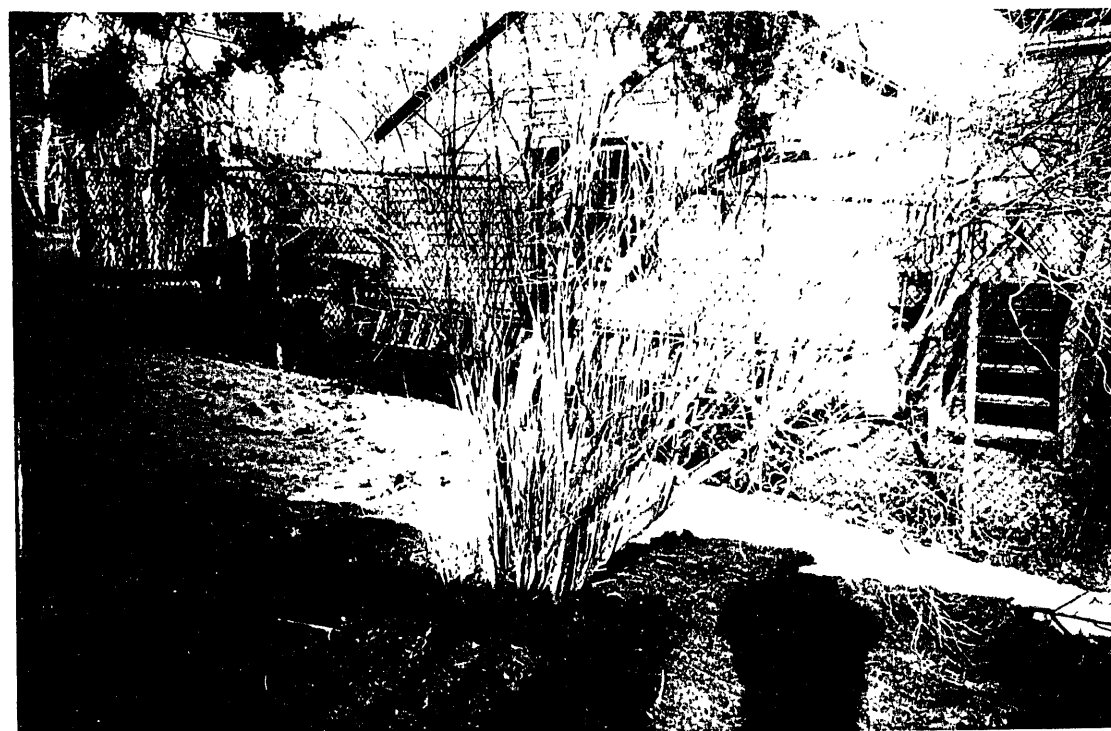
By Dorothy H. Hansen

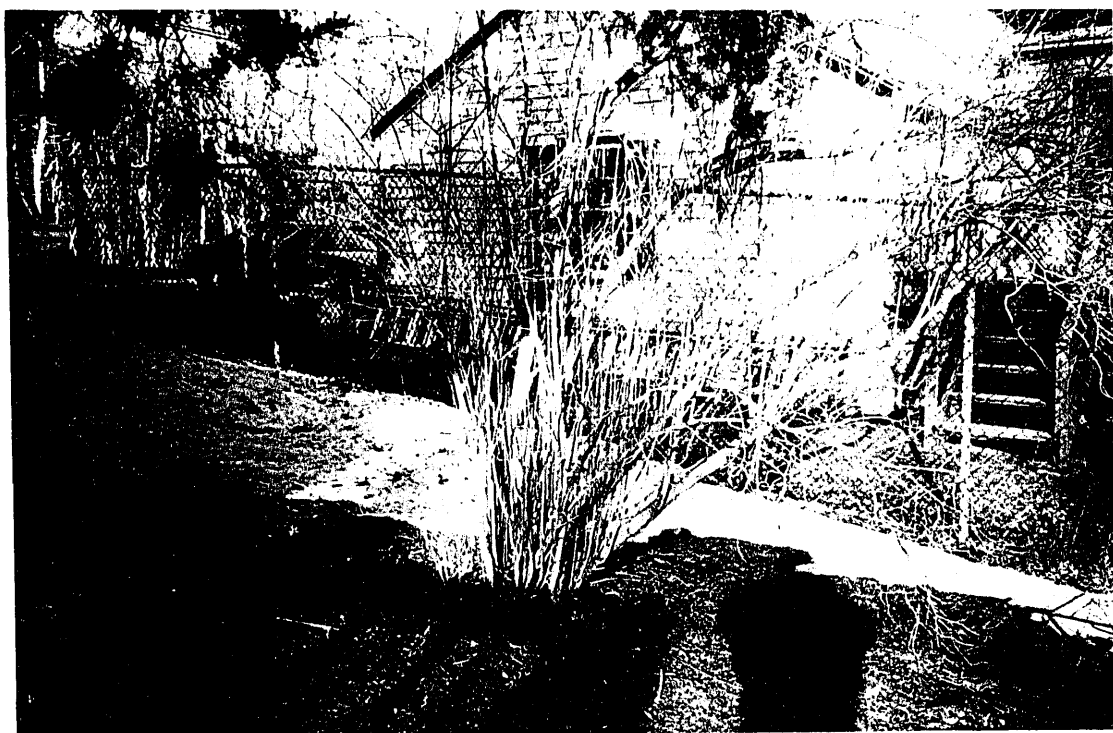
© WILLIAM





(Cuba) (Cuba) 5h-1-3





APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Schumacher, Louise

FILE # 96-6.

RESIDENTIAL: \$ 50.00
INTERPRETATION: \$150.00

COMMERCIAL: \$150.00

AREA ☒

USE ☐

APPLICATION FOR VARIANCE FEE \$ 50.00

* * * * *

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 300.00

paid
3/14/96
cks 9287
9288.

DISBURSEMENTS -

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING - PER PAGE 2/26/96 - 5 pages \$ 22.50
2ND PRELIM. MEETING - PER PAGE 4/8/96 - 3 pages \$ 13.50
3RD PRELIM. MEETING - PER PAGE \$ _____
PUBLIC HEARING - PER PAGE \$ _____
PUBLIC HEARING (CONT'D) PER PAGE \$ _____

TOTAL \$ 36.00

ATTORNEY'S FEES: \$35.00 PER MEETING

PRELIM. MEETING: 2/26/96 \$ 35.00
2ND PRELIM. 4/8/96 \$ 35.00
3RD PRELIM. \$ _____
PUBLIC HEARING \$ _____
PUBLIC HEARING \$ _____

TOTAL \$ 70.00

MISC. CHARGES:

TOTAL \$ 106.00

LESS ESCROW DEPOSIT . . . \$ 300.00
(ADDL. CHARGES DUE) . . . \$ _____
REFUND DUE TO APPLICANT . . . \$ 194.00

(ZBA DISK#7-012192.FEE)

PHILIP CICIO

P.O. BOX 584

FISHKILL, NY 12524

9287

3-13-96

50-7836/2210

PAY TO THE
ORDER OF

Town of New Windsor \$300.00

Three Hundred

DOLLARS



Hudson Valley
Federal Credit Union

P.O. BOX 1750, POUGHKEEPSIE, NY 12601 914-463-3011

MEMO ZBA 96-6

Philip Cicio

⑆221979363⑆0264891219⑆

9287

PHILIP CICIO

P.O. BOX 584

FISHKILL, NY 12524

9288

3-13-96

50-7836/2210

PAY TO THE
ORDER OF

Town of New Windsor \$50.00

Fifty

DOLLARS



Hudson Valley
Federal Credit Union

P.O. BOX 1750, POUGHKEEPSIE, NY 12601 914-463-3011

MEMO ZBA 96-6

Philip Cicio

⑆221979363⑆0264891219⑆

9288

Date Apr. 22, 1996

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Philip Cicio DR.
P.O. Box 584
Fishkill, N.Y. 12524.

DATE

CLAIMED

ALLOWED

4/22

Refund of Escrow #96-6

# 194	00
-------	----

Approved: Patricia C. Bankart
264

NEW WINDSOR ZONING BOARD OF APPEALS

-----x

In the Matter of the Application of

LOUISE SCHUMACHER CICIO

MEMORANDUM OF
DECISION GRANTING
AREA VARIANCES

#96-6.

-----x

WHEREAS, LOUISE SCHUMACHER CICIO, 1425 Route 207, Rock Tavern, New York 12575, has made application before the Zoning Board of Appeals for a 20 ft. front yard and 15 ft. side yard variance to construct an attached garage, and a 40 ft. rear yard variance to construct a deck at the above residence in an R-1 zone; and

WHEREAS, a public hearing was held on the 8th day of April, 1996 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the Applicant appeared before this Board with her husband, Philip Cicio; and

WHEREAS, there were no spectators appearing at the public hearing; and

WHEREAS, no one spoke in opposition to the Application; and

WHEREAS, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and in The Sentinel, also as required by law.

2. The evidence presented by the Applicant showed that:

(a) The property is a residential property in a neighborhood of residential properties.

(b) The variances are sought for the construction of an attached garage which would be similar to many which are in the neighborhood.

(c) The house is located on a lake and the rear yard of the property is actually physically under water as the lake appears to encroach onto the deeded property.

(d) If the garage is constructed as proposed, there would be approximately 5 ft. between the garage and the neighboring property line.

(e) The property line closest to the proposed garage is separated from the other property by trees and grass.

(f) The owners of the property next to the proposed garage did not appear at the hearing or voice or express any objection. The location of the proposed deck and garage will not interfere with the view or sight of passing motorists.

(g) The construction of the proposed garage will not affect any watercourse or drainage.

(h) The construction of the proposed garage will not affect any vegetation.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The requested variances will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to the Applicant which can produce the benefits sought.

3. The variances requested are substantial but nevertheless should be granted.

4. The requested variances will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the Applicant faces in conforming to the bulk regulations is self-created in that the construction is proposed, but should nevertheless be granted.

6. The benefit to the Applicant, if the requested variances are granted, outweigh the detriment to the health, safety and welfare of the neighborhood or community.

7. The requested variances are appropriate and are the minimum variances necessary and adequate to allow the Applicant relief from the requirements of the Zoning Local Law and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variances.

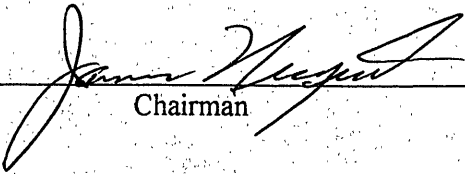
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT 20 ft. front yard and 15 ft. side yard variances for the proposed attached garage, and a 40 ft. rear yard variance for the proposed deck to be constructed as additions to the above residential dwelling in an R-1 zone, as sought by the Applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and Applicant.

Dated: June 10, 1996..


Chairman

Date 4/19/96, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth 147 Sycamore Dr. DR.
New Windsor NY 12553

DATE			CLAIMED	ALLOWED
4/8/96		Zoning Board Mtg.	75 00	
		Misc - 1		
		Wellums - 13		
		Petronella - 3		
		Burns - 2		
		Cicio - 3 13.50		
		UGR - 18		
		T+H - 3		
		Nasta - 3	207 00	
		46 pp		
			282 00	

PUBLIC HEARINGS:

CICIO, LOUISE

Ms. Louise Cicio appeared before the board for this proposal.

MR. NUGENT: Request for 20 ft. front yard and 15 ft. side yard for attached garage *and 40 ft. rear yard variance for proposed deck.*

MS. BARNHART: We sent out 21 addressed envelopes for the record on March 15, 1996 and I have an affidavit of service by mail here signed by me.

MR. NUGENT: Tell the board what you want to do because you have to refresh my member.

MS. CICIO: Where the existing garage is we want to make it bigger over towards my one neighbor's yard, like, okay, where it is here, build it out further over here and then bring it forward a little bit and this juts out a little bit to bring it out in line with that and then over towards my neighbors house which leaves only about 5 feet there once it's completed. And then in the back, we wanted to make a little porch here like about where the steps come out and then extend the deck in the back. Here's the existing deck but when we built on to the garage over here, we just want to bring that out too.

MR. KANE: How much do they need in the back yard?

MR. BABCOCK: 50 feet.

MR. TORLEY: Back yard runs into the lake?

MR. BABCOCK: As the board may remember at the preliminary meeting, the rear line they received a variance to put the addition on so it was questionable at the time whether they even need a variance for this application or not, as far as the rear yard. And we said since it's a different application, it should stand on its own and get a variance for this instead of using the variance for the last application if the board remembers that.

MR. TORLEY: Just eliminate any possible questions.
Good idea.

MR. KANE: How far off of the side yard are you going to be with the garage?

MS. CICIO: About five feet.

MR. KANE: Five feet left between the garage and the property line?

MS. CICIO: Yes.

MR. KRIEGER: What's on the property line between you and the neighboring owner?

MS. CICIO: Few trees, grass.

MR. NUGENT: Well, they are not evidently very upset because they are not here and that is the closest point five foot and then it gets wider?

MS. CICIO: It won't go as far as the tree, that is about where the line is.

MR. NUGENT: If you look on the side yard, it's only the one corner, it gets wider as it goes along.

MR. KRIEGER: While they are looking, are there, first of all, this is a neighborhood of one-family houses?

MS. CICIO: Yes.

MR. KRIEGER: Are there similar garages and decks in the neighboring houses, some of the neighboring houses, not requiring for you to say all of them, but there are similar garages and decks?

MS. CICIO: I'd say they are all similar. In fact, my neighbor's house was like mine, he's got a deck and living room built out back too.

MR. KRIEGER: Okay, where you propose to put this garage and deck, will that interfere in any way with

April 8, 1996

22

the view or sight of passing motorists?

MS. CICIO: No, the deck is in the back and the garage, I mean you can still see between the yards, that is a straight away there. My guess is even when they drive by most people don't see the porch at that point any way.

MR. KRIEGER: So it won't interfere?

MS. CICIO: No.

MR. KRIEGER: Is there any, the garage is not built yet, I take it nor the deck?

MS. CICIO: No.

MR. KRIEGER: Is there any in the grounds work proposed to be built, is there any obvious drainage there, is there any water course, temporary or permanent that this would be built on top of?

MS. CICIO: No.

MR. KRIEGER: What kind of vegetation would have to be removed, anything other than grass.

MS. CICIO: No.

MR. NUGENT: I'll accept a motion. Let the record show that there is no one in the audience. I'll accept a motion.

MR. KANE: I move that we approve the application by Mrs. Cicio for the requested variances at 1425 Route 207.

MR. REIS: Second it.

ROLL CALL

MR. REIS	AYE
MR. KANE	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

Prelim.
2/5/97 -
#96-6

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: JANUARY 18, 1996

APPLICANT: LOUISE SCHUMACHER
1425 ROUTE 207
ROCK TAVERN, N.Y. 12575

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: JANUARY 17, 1996
FOR (BUILDING PERMIT):

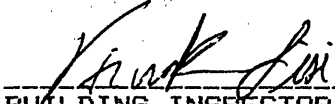
LOCATED AT: 1425 ROUTE 207

ZONE: R-1

DESCRIPTION OF EXISTING SITE: SECTION: 55, BLOCK: 1, LOT: 3
ONE FAMILY HOUSE

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

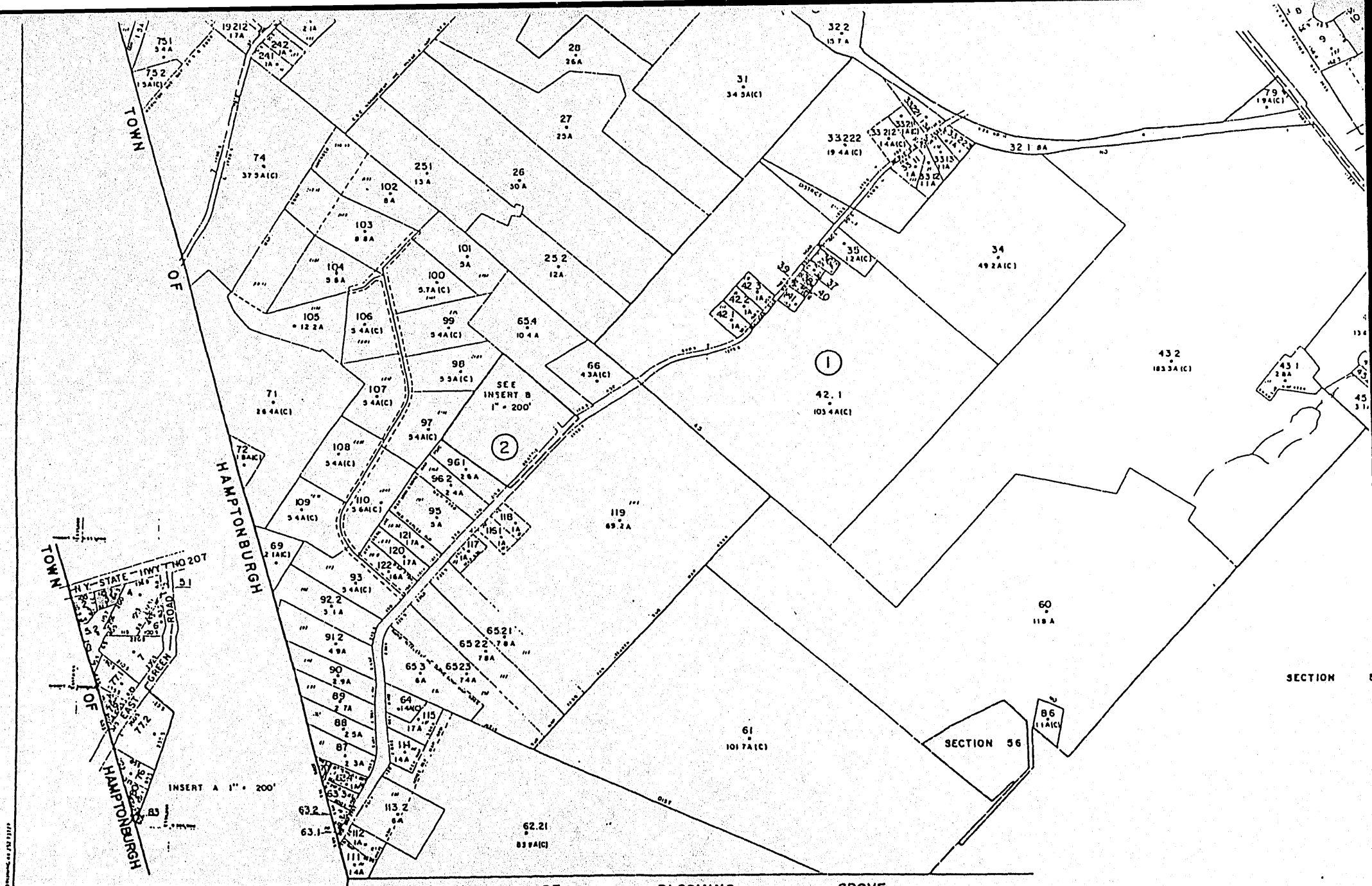
1. PROPOSED ATTACHED GARAGE EXCEEDS MIN. FRONT AND SIDE YARD SET-BACK.
2. PROPOSED ATTACHED REAR DECK EXCEEDS MIN. REAR SET-BACK.


BUILDING INSPECTOR

REQUIREMENTS		PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: R-1	USE		
(ATTACHED GARAGE)			
REQ'D FRONT YD	6-E	45FT.	25FT.
			20FT.
REQ'D SIDE YD	6-F	20FT.	5FT.
			15FT.
(DECK)			
REQ'D REAR YD.	6-G	50FT.	10FT.
			40FT.

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT
914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD

CC: Z.B.A., APPLICANT, B.P. FILES.



Prepared by
 ORANGE CO. TAX MAP DEPT.
 1989
 FOR TAX PURPOSES ONLY
 NOT TO BE USED FOR CONVEYANCE

LEGEND			
STATE HIGHWAY	FILED PLANNED LINE	TAX MAP RIDES NO.	FILED PLANNED RIDES NO.
STATE ROAD	SETBACK LINE	TAX MAP RIDES NO.	FILED PLANNED RIDES NO.
STATE HIGHWAY	SETBACK LINE	TAX MAP RIDES NO.	FILED PLANNED RIDES NO.
STATE HIGHWAY	SETBACK LINE	TAX MAP RIDES NO.	FILED PLANNED RIDES NO.
STATE HIGHWAY	SETBACK LINE	TAX MAP RIDES NO.	FILED PLANNED RIDES NO.
STATE HIGHWAY	SETBACK LINE	TAX MAP RIDES NO.	FILED PLANNED RIDES NO.
STATE HIGHWAY	SETBACK LINE	TAX MAP RIDES NO.	FILED PLANNED RIDES NO.
STATE HIGHWAY	SETBACK LINE	TAX MAP RIDES NO.	FILED PLANNED RIDES NO.
STATE HIGHWAY	SETBACK LINE	TAX MAP RIDES NO.	FILED PLANNED RIDES NO.
STATE HIGHWAY	SETBACK LINE	TAX MAP RIDES NO.	FILED PLANNED RIDES NO.

ORANGE COUNTY~NEW YORK
 Photo No. 499,510,511 Date of Map 9-24-87
 Date of Photo 3-1-85 Date of Revision 3-1-91
 Scale 1" = 400'

IMPORTANT
REQUIRED INSPECTIONS OF CONSTRUCTION - YOU MUST CALL FOR THESE

OTHER INSPECTIONS WILL BE MADE IN MOST CASES, BUT THOSE LISTED BELOW MUST BE MADE OR CERTIFICATE OF OCCUPANCY MAY BE WITHHELD. DO NOT MISTAKE AN UNSCHEDULED INSPECTION FOR ONE OF THOSE LISTED BELOW. UNLESS AN INSPECTION REPORT IS LEFT ON THE JOB INDICATING APPROVAL OF ONE OF THESE INSPECTIONS, IT HAS NOT BEEN APPROVED, AND IT IS IMPROPER TO CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

1. WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING).
2. FOUNDATION INSPECTION. CHECK HERE FOR WATERPROOFING AND FOOTINGS DRAINS.
3. INSPECT GRAVEL BASE UNDER CONCRETE FLOORS, AND UNDERSLAB PLUMBING.
4. WHEN FRAMING IS COMPLETED, AND BEFORE IT IS COVERED FROM INSIDE, AND PLUMBING ROUGH-IN.
5. INSULATION.
6. PLUMBING FINAL & FINAL HAVE ON HAND ELECTRICAL INSPECTION DATA AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETED AT THIS TIME. WELL WATER TEST REQUIRED AND ENGINEERS CERTIFICATION LETTER FOR SEPTIC SYSTEM REQUIRED.
7. DRIVEWAY INSPECTION MUST MEET APPROVAL OF TOWN HIGHWAY INSPECTOR. A DRIVEWAY BOND MAY BE REQUIRED.
8. \$20.00 CHARGE FOR ANY SITE THAT CALLS FOR THE INSPECTION TWICE.
9. PERMIT NUMBER MUST BE CALLED IN WITH EACH INSPECTION.
10. THERE WILL BE NO INSPECTIONS UNLESS YELLOW PERMIT CARD IS POSTED.
11. SEWER PERMITS MUST BE OBTAINED ALONG WITH BUILDING PERMITS FOR NEW HOUSES.
12. SEPTIC PERMIT MUST BE SUBMITTED WITH ENGINEER'S DRAWING & PERC TEST.
13. ROAD OPENING PERMITS MUST OBTAINED FROM TOWN CLERKS OFFICE.
14. ALL BUILDING PERMITS WILL NEED A CERTIFICATION OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A FEE FOR THIS

Name of Owner of Premises

Louise L. Schumacher

Address

1425 Rt. 207, Rock Tavern, NY 12575

Phone

427-2463

Name of Architect

Bob money

Address

Phone

(914) 256-0546

Name of Contractor

Phil Cicio - Creative Carpentry Connection

Address

P.O. Box 584, Fishkill, NY 12524

Phone

431-0989 - Pager

State whether applicant is owner, lessee, agent, architect, engineer or builder

owner

If applicant is a corporation, signature of duly authorized officer.

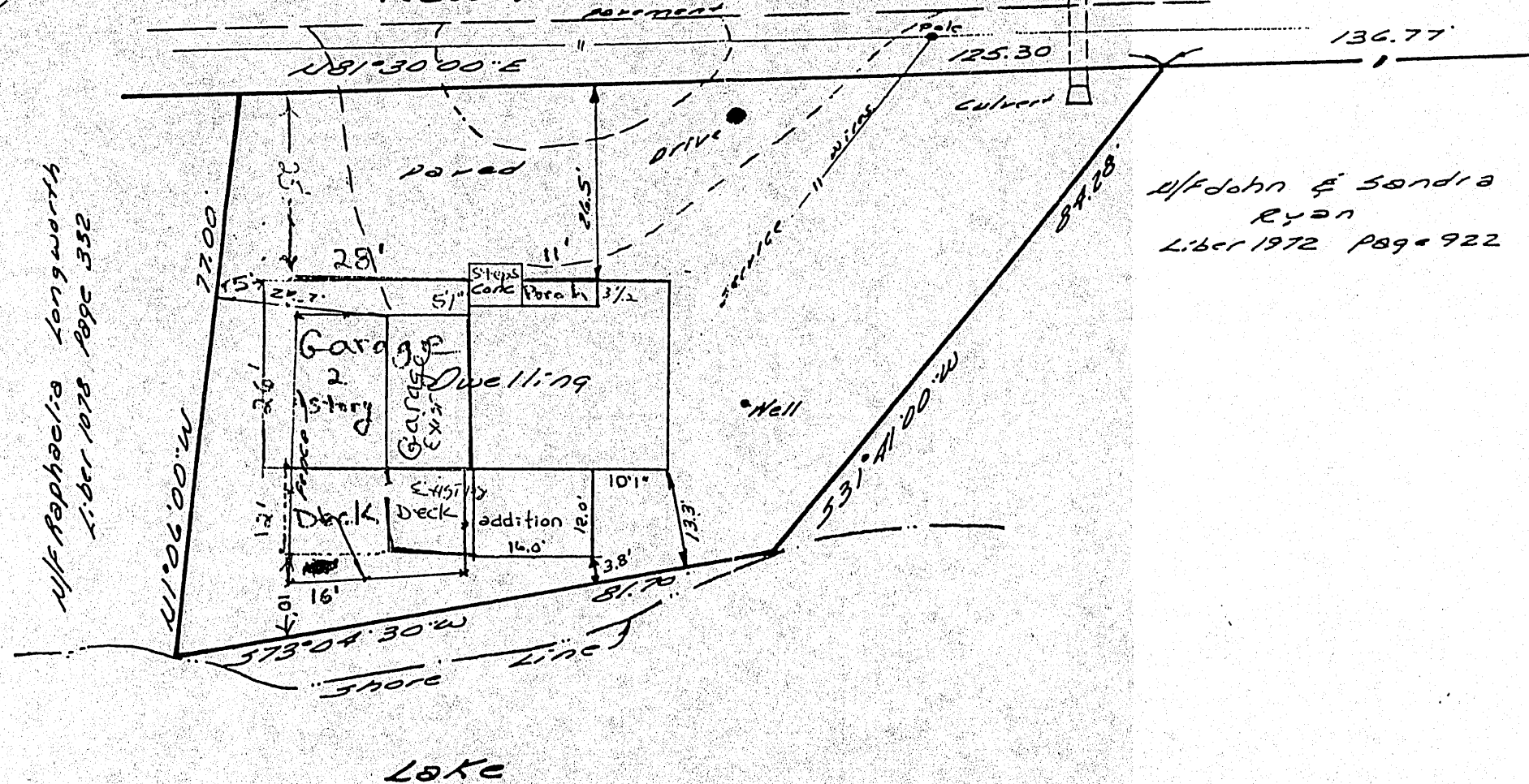
(Name and title of corporate officer)

1. On what street is property located? On the South side of Rt. 207
and approx 137 feet from the intersection of Rt. 207 & East Green Road
(N.S.E. or W.)
2. Zone or use district in which premises are situated R-1 Is property a flood zone? Yes..... No ✓
3. Tax Map description of property: Section 55 Block 1 Lot 3
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
a. Existing use and occupancy one family dwelling b. Intended use and occupancy one family dwelling
5. Nature of work (check which applicable): New Building..... Addition ✓ to garage Alteration..... Repair.....
Removal..... Demolition..... Other..... and addition to deck & front porch
6. Size of lot: Front Rear Various see attached Depth 91.7 Front Yard 125.3 Rear Yard..... Side Yard.....
Is this a corner lot? No
- * 7. Dimensions of entire new construction: Front 28' Rear 28' Depth 26' Height..... Number of stories 2
8. If dwelling, number of dwelling units..... 1 Number of dwelling units on each floor..... 1
Number of bedrooms..... 2 Baths..... 1 Toilets..... 1
Heating Plant: Gas..... Oil ✓ Electric/Hot Air..... Hot Water.....
If Garage, number of cars..... 1
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use N/A
10. Estimated cost 5,000 Fee.....
(to be paid on this application)
11. School District Washingtonville

* 7. extend deck by 12' deep X 16' deep wide
add front porch deck 11' front (wide) X 3 1/2' deep

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

New York State Route N° 207



2/John & Sandra
 Ryan
 Liber 1972 Page 922

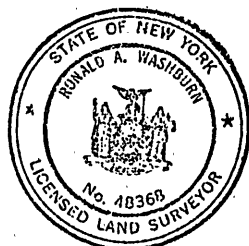
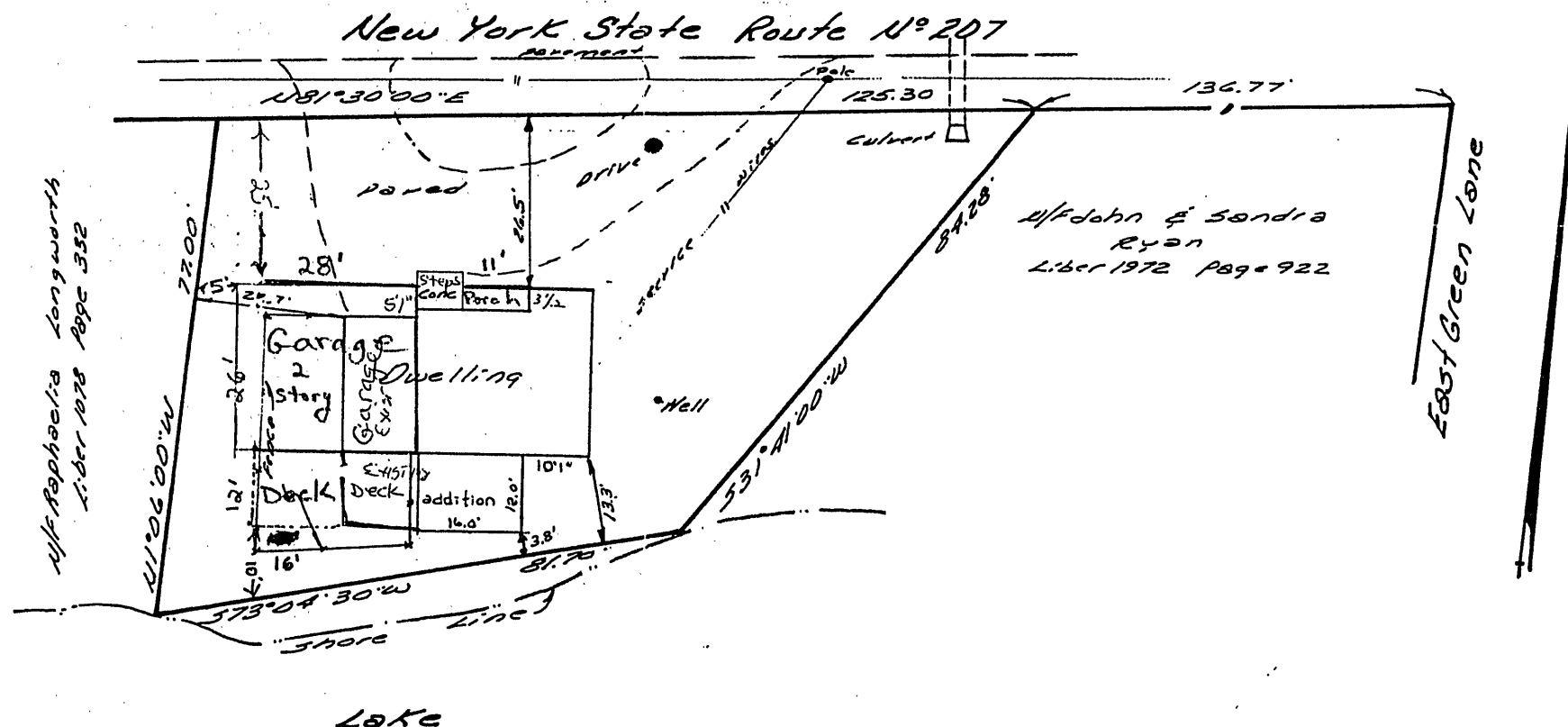


Wm. A. Wacker
 Insurance Co.
 Kings Bank
 and/or assigns.
 & correct

SURVEY M	
LOUISE L. SC	
SCALE: 1"=20'	APPROVED BY:
DATE: Sept. 22, 1986	
TOWN OF NEW WINDSOR	

Washburn Associates
44-52 Route 9W
New Windsor, N.Y.

Town of New Windsor Tax Map
Section 55 Block 1 Lot 3



Louise L. Schumacher
American Title Insurance Co.
Poughkeepsie Savings Bank
its successors and/or assigns.
Certified true and correct
as shown hereon.

Ronald A. Washburn
Lic. No. 48368

Survey Map for

Louise L. Schumacher

SCALE: 1"=20'	APPROVED BY:	DRAWN BY:
DATE: Sept 22, 1986		REVISED:
Town of New Windsor Orange Co., N.Y.		
Proposed addition added 7/30/1992		DRAWING NUMBER
		3180



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

March 5, 1996

Louise L. Schumacher
1425 Route 207
Rock Tavern, NY 12575

Re: Tax Map Parcel #55-1-3

Dear Mrs. Schumacher:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$35.00, minus your deposit of \$25.00.

Please remit the balance of \$10.00 to the Town Clerk's office.

Sincerely,

LESLIE COOK
Sole Assessor

/po
Attachments

cc: Patricia A. Barnhart, ZEA

Roberts, Donald L. Sr. &
Brundage, Edward T.
1427 Route 207
Rock Tavern, NY 12575

Ryan, John J. Jr. & Sandra V.
Route 207
Rock Tavern, NY 12575

Green, Floyd L. & Elsie D.
West Green Road
Rock Tavern, NY 12575

Scott, Michael A. & Gayle
East Green Rd.
Rock Tavern, NY 12575

Olsen, Robert & Marilyn
East Green Rd.
Rock Tavern, NY 12575

Consolidated Edison Co. of NY, Inc.
4 Irving Place
New York, NY 10003

Fountain, Glenn N.
11 East Green Rd.
Rock Tavern, NY 12575

Latimer, John & Cynthia R.
1 East Green Rd.
Rock Tavern, NY 12575

DiDonato, Francis & Grace M.
Route 207
Rock Tavern, NY 12575

DiDonato, Carl J. & Mary
Route 207
Rock Tavern, NY 12575

Petersen, Brian L.
c/o George Peterson
13 E. Green Rd.
Rock Tavern, NY 12575

Petersen, George Phillip & Doris Evelyn
13 E. Green Rd.
Rock Tavern, NY 12575

Johnson, Gerald M. & Cheryl A.
Thiells Rd.
Stoney Point, NY 10980

County of Orange
255-275 Main St.
Goshen, NY 10924

Toranto, William & Barbara
310 Midstreams Rd.
Brick, NJ 08723

*Please be advised that this 500 foot radius crosses the border
of Town of Hamptonburgh.

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK

-----x
In the Matter of Application for Variance of

Louise Schumacher Cicis

Applicant.

AFFIDAVIT OF
SERVICE
BY MAIL

#96-6

-----x
STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On March 15, 1996, I compared the 21 addressed envelopes containing the attached Notice of Public Hearing with the certified list provided by the Assessor regarding the above application for variance and I find that the addressees are identical to the list received. I then mailed the envelopes in a U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

Sworn to before me this
15th day of March, 1996.

Deborah Green
Notary Public

DEBORAH GREEN
Notary Public, State of New York
Qualified in Orange County
4984065
Commission Expires July 15, 1997

(TA DOCDISK#7-030586.AOS)

053742

26,419 JRL:ef

THIS INDENTURE, made the 21 day of March, nineteen hundred and eighty-five

BETWEEN CHARLES E. CAWEIN, residing at (no number) Route 207,
Campbell Hall, New York 10916

as executor of

the last will and testament of
, late of

LOUIS C. CAWEIN

Orange County, New York,

who died on the 27th day of December, nineteen hundred and eighty-four

party of the first part, and JAMES P SCHUMACHER and

LOUISE L. SCHUMACHER, residing at (no street or
number) R.D. #1, Box 308, Campbell Hall, New York 10916, husband
and wife

party of the second part,

WITNESSETH, that the party of the first part, to whom

testamentary were issued by the Surrogate's Court,

Orange

County, New York

on January 7, 1985

and by virtue of the power and authority given in and by said last will
and testament, and/or by Article 11 of the Estates, Powers and Trusts Law, and in consideration of **THIRTY-**

FIVE THOUSAND AND NO/100----- (\$35,000.00) ----- dollars,

paid by the party of the second part, does hereby grant and
release unto the party of the second part, the distributees or successors and assigns of the party of the second
part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,
lying and being in the Town of New Windsor, County of Orange and State of
New York, bounded and described as follows:

1
-
BEGINNING at a point in the southerly line of the Newburgh-Campbell Hall Highway at the northeasterly corner of certain lands heretofore conveyed by Floyd L. Green and wife to Raphaella A. Longworth and runs thence along the southerly line of said highway north 81 degrees 30 minutes east 125.30 feet to a point in the westerly line of a right of way, the said right of way being approximately 25 feet wide and extending from the southerly line of said highway to the shore line of a lake within the bounds of the lands of Floyd L. Green and wife, thence along the westerly line of said right of way south 31 degrees 41 minutes west 84.28 feet to a point in the northerly shore line of the said lake, thence along the shore line south 75 degrees 39 minutes west 83.47 feet to a point at the southeasterly corner of the said Longworth lands, thence along the easterly lines of Longworth's lands north 1 degree 06 minutes west 77.0 feet to the southerly line of said highway, being the point or place of beginning.

ALSO giving and granting unto the parties of the second part, their heirs and assigns, the right to use the existing pond and the future pond contemplated as southerly extension of the existing pond hereinbefore mentioned for bathing, boating, fishing and other recreational purposes, such right to extend to the said parties of the second part, their heirs and assigns and their guests upon the said premises, whether they be household or commercial, Floyd L. Green and Elsie D. Green covenanting and agreeing to keep and maintain the waters in said pond at their present normal level, reserving, however, the right to lower said water temporarily for the purpose of repairing the dam to the said pond and making improvements to the said premises covered by the waters of the said pond.

SUBJECT to utility grants of record.

The said grantees covenant that they will not erect, carry on, maintain, suffer or permit on said plot or upon any part thereof, any dangerous offensive or noxious trade, business or occupation nor any public or private nuisance whatever and this covenant shall run with the land and bind all future owners.

The said grantees covenant that any dwelling or building erected on said plot or any part thereof, will be constructed and finished in a good, substantial and workmanlike manner in appearance, neatness and design and this covenant shall run with the land and bind all future owners.

BEING the same premises described in a deed dated February 6, 1970 made by Patrick J. Corr and Betsy M. Corr to Louis Cawein and Carrie Cawein, his wife and recorded in the Orange County Clerk's Office on February 9, 1970 in Liber 1840 of Deeds at page 655. The said Carrie Cawein died a resident of Orange County, New York, on October 5, 1978, leaving the said Louis Cawein as her surviving tenant by the entirety. The said Louis Cawein died a resident of Orange County, New York, on December 27, 1984 leaving a Last Will and Testament which was admitted to probate by the Surrogate of Orange County and Letters Testamentary being granted to Charles E. Cawein, the Executor named in said Last Will and Testament on January 7, 1985 (file #6-85 Liber 74 page 695).

SAID property is also described in accordance with a survey dated *March 28, 1985* made by Ronald A. Washburn, as follows:

BEGINNING at a point in the southerly line of New York State Route No. 207, said point being S. 81° 30' 00" W. 136.77 feet, said point being the most northwesterly corner of lands now or formerly John and Sandra Ryan, as described in Deed Liber 1972 at Page 922 and running thence:

- (1) S. 31-41-00 W. 84.28 feet, along the said lands of Ryan, to a point in the shoreline of a Lake, thence;
- (2) S. 73-04-30 W. 81.70 feet, to a point in the shore line of a Lake, thence;
- (3) N. 1-06-00 W. 77.00 feet, along lands now or formerly Raphaelia Longworth, as described in Deed Liber 1078 at Page 332, to an iron pipe, thence;
- (4) N. 81-30-00 E. 125.30 feet, along the aforesaid line of New York State Route No. 207, to the point or place of beginning.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances, and also all the estate which the said decedent had at the time of decedent's death in said premises, and also the estate therein, which the party of the first part has or has power to convey or dispose of, whether individually, or by virtue of said will or otherwise,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the distributees or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

[N PRESENCE OF:

ESTATE OF LOUIS C. CAWEIN

By Charles E. Cawein
Charles E. Cawein
Executor

LIBER 2346 PG 6

STATE OF NEW YORK, COUNTY OF ORANGE

On the 21 day of March 19 85, before me
personally came Charles E. Cawein

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Notary Public

JAMES R. LOEB
Notary Public, State of New York
Residing in Orange County
Commission Expires March 30, 1956 *pk*

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me
personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the
of

in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me
personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me
personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Executor's Deed

TITLE NO.

CHARLES E. CAWEIN as
Executor of the Last Will and
Testament of LOUIS C. CAWEIN
TO

LOUISE L. SCHUMACHER

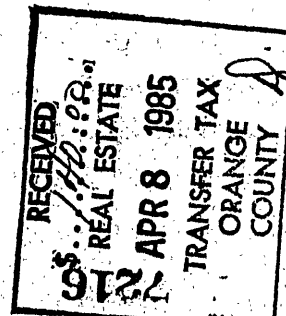
SECTION 55
BLOCK 1
LOT 3
COUNTY OR TOWN

Recorded At Request of

RETURN BY MAIL TO:

Brian G. Gilmartin, Esq.
90 East Main Street
Washingtonville, NY 10992

Zip No.



LIBER 2346 PG 7

Orange County Clerk's Office, S.S.
Recorded on the 8th day of
April 1985 at 11:35
clock. M. H. Miller
..... at page 7
Examined.
M. S. Murphy
Clerk

140-17-
J. Schumacher

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 9th day of MAY, nineteen hundred and Eighty-Five

BETWEEN JAMES P. SCHUMACHER, residing at RD. #1, Box 326
(no number) Rock2 Tavern, New York. 12575

party of the first part, and

LOUISE L. SCHUMACHER, residing at (no number) Route 207,
Campbell Hall, N.Y.

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York being and intended to be the same premises conveyed by Deed from Charles E. Cawein as the Executor of the Estate of Louis C. Cawein to James P. Schumacher and Louise L. Schumacher, dated March 21st, 1985 and recorded in the Orange County Clerk

0559559

48

55

1

3

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

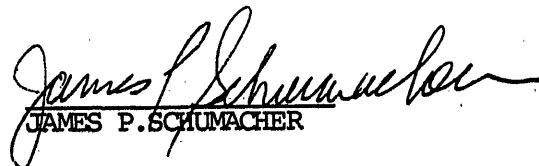
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

LIBER 2365 PG 305


JAMES P. SCHUMACHER

The said grantees covenant that any dwelling or building erected on said plot or any part thereof, will be constructed and finished in a good, substantial and workmanlike manner in appearance, neatness and design and this covenant shall run with the land and bind all future owners.

SAID property is also described in accordance with a survey dated March 28, 1985 made by Ronald A. Washburn, as follows:

BEGINNING at a point in the southerly line of New York State Route No. 207, said point being S. 81° 30' 00" W. 136.77 feet, said point being the most northwesterly corner of lands now or ~~formerly John and Sandra Ryan, as described in Deed Liber 1972~~ at page 922 and running thence:

- (1) S. 31-41-00 W. 84.28 feet, along the said lands of Ryan, to a point in the shoreline of a Lake, thence;
- (2) S. 73-04-30 W. 81.70 feet, to a point in the shore line of a lake, thence;
- (3) N. 1-06-00 W. 77.00 feet, along lands nor or formerly Raphaelia Longworth, as described in Deed Liber 1078 at Page 332, to an iron pipe, thence;
- (4) N. 81-30-00 E. 125.30 feet, along the aforesaid line of New York State Route No. 207, to the point or place of beginning.

BEING and intended to be the same premises conveyed to JAMES P. SCHUMACHER and LOUISE L. SCHUMACHER by CHARLES E. CAWEIN, EXECUTOR OF THE ESTATE OF LOUIS C. CAWEIN, by deed dated March 21, 1985 and recorded in the Orange County Clerk's Office on April 8, 1985 in Liber 2346 of Deeds at page 4.

BEING and intended to clarify the conveyance by deed dated May 9, 1985 and recorded in the Orange County Clerk's Office in Liber 2365 at page 305 running from the same James P. Schumacher to Louise L. Schumacher.

STATE OF NEW YORK, COUNTY OF ORANGE SS:

On the 9th day of MAY 19 85, before me personally came

JAMES P. SCHUMACHER

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that they executed the same.


NOTARY PUBLIC

BRIAN G. GILMARTIN
NOTARY PUBLIC, State of New York
No. 02G14735383
Qualified in Orange County
Commission Expires March 30, 19 87

STATE OF NEW YORK, COUNTY OF SS:

On the day of 19, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF SS:

On the day of 19, before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF SS:

On the day of 19, before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No.

SECTION
BLOCK
LOT
COUNTY OR TOWN

SCHUMACHER
TO
SCHUMACHER

Recorded At Request of American Title Insurance Company
RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS
Distributed by

american title
insurance company
northeast region

A Member of The Continental Insurance Companies

BRIAN G. GIMARIN, ESQ.
90 EAST MAIN STREET
WASHINGTONVILLE, N.Y. 10992

Zip No.

Di Nardo

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

2365 pg 306

RECEIVED
\$. *Exempt.*
REAL ESTATE
MAY 30 1985
TRANSFER TAX
ORANGE
COUNTY *TOP*

Orange County Clerk's Office, s.s.
Recorded on the *30th* day
of *May* 19 *85* at *10:05*
o'clock *A* M. in Liber *2365*
Deeds at page *305*
and Examined.

Marion P. Harvey Clerk

E. 11-2

062162

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 26 day of September nineteen hundred and Eighty-Five
BETWEEN JAMES P. SCHUMACHER, residing at (no number) Rt. 207,
Campbell Hall, New York

party of the first part, and

LOUISE L. SCHUMACHER, residing at (no number) Rt. 207,
Campbell Hall, New York

party of the second part,

WITNESSETH, that the party of the first part, in consideration of -----

-----TEN----- dollars,

lawful money of the United States, and other good and valuable consideration paid
by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or
successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,
lying and being in the Town of New Windsor, County of Orange and State of
New York, bounded and described as follows:

BEGINNING at a point in the southerly line of the Newburgh-Campbell Hall Highway at the northeasterly corner of certain lands heretofore conveyed by Floyd L. Green and wife to Raphaella A. Longworth and runs thence along the southerly line of said highway north 81 degrees 30 minutes east 125.30 feet to a point in the westerly line of a right of way, the said right of way being approximately 25 feet wide and extending from the southerly line of said highway to the shore line of a lake within the bounds of the lands of Floyd L. Green and wife, thence along the westerly line of said right of way South 31 degrees 41 minutes west 84.28 feet to a point in the northerly shore line of the said lake, thence along the shore line south 75 degrees 39 minutes west 83.47 feet to a point at the southeasterly corner of the said Longworth lands, thence along the easterly lines of Longworth's lands north 1 degree 06 minutes west 77.0 feet to the southerly line of said highway, being the point or place of beginning.

ALSO giving and granting unto the parties of the second part, their heirs and assigns, the right to use the existing pond and the future pond contemplated as southerly extension of the existing pond hereinbefore mentioned for bathing, boating, fishing and other recreational purposes, such right to extend to the said parties of the second part, their heirs and assigns and their guests upon the said premises, ~~whether they be household or commercial~~, Floyd L. Green and Elsie D. Green covenanting and agreeing to keep and maintain the waters in said pond at their present normal level, reserving however, the right to lower said water temporarily for the purpose of repairing the dam to the said pond and making improvements to the said premises covered by the waters of the said pond.

SUBJECT to utility grants of record.

The said grantees covenant that they will not erect, carry on, maintain, suffer or permit on said plot or upon any part thereof, any dangerous offensive or noxious trade, business or occupation nor any public or private nuisance whatever and this covenant shall run with the land and bind all future owners.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

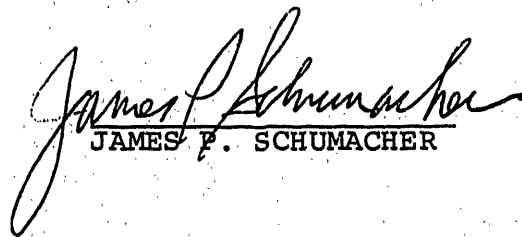
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:


JAMES F. SCHUMACHER

LIBER 2421 PG 108

STATE OF NEW YORK, COUNTY OF ORANGE

On the 26 day of September 1985, before me personally came

JAMES P. SCHUMACHER

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Brian G. Gilmartin

BRIAN G. GILMARTIN
NOTARY PUBLIC, State of New York
No. 02614735383
Qualified in Orange County
Commission Expires March 30, 1987

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the
of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the
of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No. _____

SCHUMACHER
TO
SCHUMACHER

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS
Distributed by



american title insurance company
northeast region

A Member of The Continental Insurance Companies

SECTION
BLOCK
LOT
COUNTY OR TOWN

Recorded At Request of American Title Insurance Company
RETURN BY MAIL TO:

BRIAN G. GILMARTIN, ESQ.

90 EAST MAIN STREET

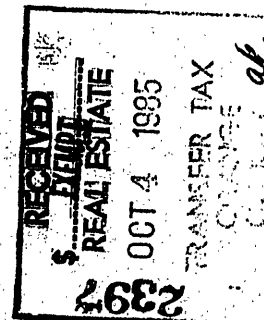
WASHINGTONVILLE, NEW YORK

Zip No. 10992

E-17-2
Dr. Nardo & Gilmartin

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

LIBER 2421 PG 109



Orange County Clerk's Office, s.s.

Recorded on the 4th day

of OCT 1985 at 9:15

o'clock A M. in L.P. # 2421

at page 109

Examined.

Murphy
Murphy Clerk

PUBLIC NOTICE OF HEARING BEFORE

ZONING BOARD OF APPEALS

TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 6

Request of Louise Schumacher Cicio

for a VARIANCE of the Zoning Local Law to permit:

Construction of garage and rear deck w/
insufficient front, side and rear yards;

being a VARIANCE of Section 48-12-Table of Bulk
Reqs. Columns E, F, G.

for property situated as follows:

1425 Route 207, New Windsor, N.Y.

known as tax lot Section 55 Block 1 Lot 3.

SAID HEARING will take place on the 8th day of April,
1996, at New Windsor Town Hall, 555 Union Avenue, New Windsor,
New York, beginning at 7:30 o'clock P. M.

James Nugent.
Chairman



TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

(21)

March 5, 1996

Louise L. Schumacher
1425 Route 207
Rock Tavern, NY 12575

Re: Tax Map Parcel #55-1-3

Dear Mrs. Schumacher:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$35.00, minus your deposit of \$25.00.

Please remit the balance of \$10.00 to the Town Clerk's office.

Sincerely,

LESLIE COOK
Sole Assessor

/po
Attachments

cc: Patricia A. Barnhart, ZBA

Roberts, Donald L. Sr. &
Brundage, Edward T.
1427 Route 207
Rock Tavern, NY 12575

Ryan, John J. Jr. & Sandra V.
Route 207
Rock Tavern, NY 12575

Green, Floyd L. & Elsie D.
West Green Road
Rock Tavern, NY 12575

Scott, Michael A. & Gayle
East Green Rd.
Rock Tavern, NY 12575

Olsen, Robert & Marilyn
East Green Rd.
Rock Tavern, NY 12575

Consolidated Edison Co. of NY, Inc.
4 Irving Place
New York, NY 10003

Fountain, Glenn N.
11 East Green Rd.
Rock Tavern, NY 12575

Latimer, John & Cynthia R.
1 East Green Rd.
Rock Tavern, NY 12575

DiDonato, Francis & Grace M.
Route 207
Rock Tavern, NY 12575

DiDonato, Carl J. & Mary
Route 207
Rock Tavern, NY 12575

Petersen, Brian L.
c/o George Peterson
13 E. Green Rd.
Rock Tavern, NY 12575

Petersen, George Phillip & Doris Evelyn
13 E. Green Rd.
Rock Tavern, NY 12575 X

Johnson, Gerald M. & Cheryl A.
Thiells Rd.
Stoney Point, NY 10980 X

County of Orange
255-275 Main St.
Goshen, NY 10924 X

Toranto, William & Barbara
310 Midstreams Rd.
Brick, NJ 08723 X

*Please be advised that this 500 foot radius crosses the border
of Town of ~~Hamptonburgh~~.

Plus 6 residents



Hardenburgh Abstract Company of Orange County, Inc.

12 SCOTCHTOWN AVENUE, GOSHEN, N.Y. 10924
(914) 294-6909 (914) 343-6678 FAX: (914) 294-3530

Policy Writing Agent for

Fidelity National Title

INSURANCE COMPANY OF NEW YORK

NWD-731-B

PRELIMINARY CERTIFICATE

TITLE NO RD-33-130.77 (M)

Application of Ms. Louise Schumacher owners \$ _____
for lessee's \$ _____
mortgagee's \$ 37,000.00 refi.
policy insuring The Warwick Savings Bank, its successors and/or assigns

FIDELITY NATIONAL TITLE INSURANCE COMPANY certifies that the title to the premises described in Schedule A, subject to the encumbrances and defects noted in Schedule B, is insurable at this date on a valid conveyance, lease or mortgage by

Louise L. Schumacher
who acquired title by deed from James P. Schumacher
dated 5/9/85 and recorded 5/30/85 in Liber 2365 at page 305
as corrected by deed recorded 10/4/85 in Liber 2421 at page 106.

SCHEDULE A

All that certain tract of land lying and being in the _____ Town _____ of New Windsor,
County of _____ Orange _____, State of New York, being more particularly described as follows:

See Schedule "A" attached.

SCHEDULE B

1. Taxes, Water Rents, Assessments and other Municipal Charges

See Tax Search attached.

Proof must be furnished that premises do not lie in an incorporated village or that all village taxes have been paid. Otherwise the policy will except "any and all village taxes, assessments and water rates and sales thereof."

2. Mortgages and Assignments thereof

Mortgagor: Louis L. Schumacher

Mortgagee: Poughkeepsie Savings Bank FSB

Amount: \$ 38,000.00 Dated: 11/26/86 Recorded: 12/5/86 Liber 2477 Page 307
as assigned to Federal Home Loan Mortgage Corp. recorded 4/5/89 in
Liber 3376 page 181.



1763

NOVEMBER 22, 1995

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

HARDENBURGH ABSTRACT COMPANY
P.O. BOX 638, 12 SCOTCHTOWN AVENUE
GOSHEN, N.Y. 10924

PROPERTY ASSESSED TO: LOUISE SCHUMACKER
ROUTE 207
NEW WINDSOR, NY 12553
SECTION 55, BLOCK 1, LOT 3

DEAR SIR:

PLEASE FIND ENCLOSED A COPY OF THE CERTIFICATE OF OCCUPANCY #78
ISSUED OCTOBER 2, 1972 FOR THE ABOVE REFERENCED STRUCTURE.

ENCLOSED, PLEASE FIND A COPY OF A CERTIFICATE OF OCCUPANCY #327 ISSUED
SEPTEMBER 26, 1995 FOR AN ADDITION/LIVING ROOM.

THE ASSESSOR'S RECORDS INDICATE THE CONSTRUCTION OF A 6FT. CHAINLINK
FENCE WITHOUT A BUILDING PERMIT ALSO THE RECORDS INDICATE THE
CONSTRUCTION OF A 12FT. X 14FT. DECK WITHOUT A BUILDING PERMIT.

THIS LETTER HAS BEEN PREPARED AFTER INSPECTION OF THE RECORDS
AVAILABLE IN THE TOWN HALL. THE RECORDS INDICATE THAT THERE ARE
VIOLATIONS AT THE SUBJECT PREMISES. NO PERSONAL INSPECTION WAS MADE
BY THE UNDERSIGNED FOR THE PURPOSE OF PREPARING THIS LETTER. THE TOWN
OF NEW WINDSOR DOES NOT REPRESENT THAT THERE ARE NO OTHER VIOLATIONS
AT THE SUBJECT PREMISES, HOWEVER, THE TOWN WILL REPRESENT THAT IT HAS
NO KNOWLEDGE OF ANY OTHER VIOLATIONS AT THE SUBJECT PREMISES.

THE INSPECTION OF THE RECORDS WAS PERFORMED AT THE REQUEST OF AN
INTERESTED PARTY. THE TOWN WILL NOT BE LIABLE FOR ANY LOSS OR
DAMAGE THAT MAY BE SUFFERED BY THE INTERESTED PARTY OR ANY OTHER
PARTY WHO MAY RELY ON THE CONTENTS OF THIS LETTER.

TITLE #9 NYCRR REQUIRES THAT A SMOKE DETECTOR BE INSTALLED PRIOR TO THE SALE OF THESE PREMISES. PLEASE SUBMIT TO THE FIRE INSPECTOR AT THE ABOVE ADDRESS THE ENCLOSED AFFIDAVIT OF COMPLIANCE INDICATING THAT A SMOKE DETECTOR HAS BEEN INSTALLED AND IS IN OPERATION.

VERY TRULY YOURS,

Michael Babcock
MICHAEL BABCOCK *MB*
BUILDING INSPECTOR

MB:ldm

Application No. _____ Permit No. 57-71

Building Department

(CITY, TOWN OR VILLAGE) OF NEW WINDSOR 555 UNION AVE
(Address and Telephone Number)

County of: ORANGE

Location: TWIN ARCH ROAD

Map No.: _____ Section: 55 Block: 1 Lot: 3

Certificate of Occupancy

No. 78-1972

Date OCT 2 1972

THIS CERTIFIES that the building located at premises indicated above, conforms substantially to the approved plans and specifications heretofore filed in this office with Application for Building Permit dated MAY 10 1971, pursuant to which Building Permit was issued, and conforms to all the requirements of the applicable provisions of the law. The occupancy for which this certificate is issued is A

ONE FAMILY DWELLING

This certificate is issued to

RICHARD WEST

(owner, leasee or tenant)

of the aforesaid building.

Howard R. Colett
Superintendent of Buildings

(The Certificate of Occupancy will be issued only after affidavits or other competent evidence is submitted to the Superintendent of Buildings that the completion of the construction in compliance with the State Building Construction Code and with other laws, ordinances or regulations affecting the premises, and in conformity with the approved plans and specifications. A final electrical, plumbing, heating or sanitation certificate or other evidence of compliance may be required before the issuance of the Certificate of Occupancy.)

TOWN OF NEW WINDSOR
COUNTY OF ORANGE
555 UNION AVENUE
NEW WINDSOR, NY 12553

(914) 565-8800

BUILDING DEPARTMENT

Building Permit No: 6930

Location: S/RTE. 207

Map: 334800 Section: 55 Block: 1 Lot: 3

CERTIFICATE OF OCCUPANCY

CO No: 95-327

CO Date: 9/26/95

THIS CERTIFIES that the structure described herein, conforms substantially to the approved plans and specifications heretofore filed in this office with Application for Building Permit dated: 6/ 3/94, pursuant to which Building Permit was issued, and conforms to all the requirements of the applicable provisions of the law.

The structure for which this certificate is issued is as follows:

Material: CONSTRUCTION	Number of Stories: 1.0	Number of Families: 1
Dimensions of Building: 12FT X 28FT.	Dimensions of Lot: SEE PLANS	
Use of Building: ADDITION	Number of Bedrooms: 2	
Number of Toilets: 1	Number of Bathrooms: 1.0	
Heating Plant: OIL /VARIANCE APPROVED PRIOR TO 10/26/94		
Remarks: 12FT. X 28FT. ADDITION/LIVING ROOM		

This certificate is issued to: SCHUMACHER, LOUISE, L.
for the aforesaid structure.


Building Inspector

(The Certificate of Occupancy will be issued only after affidavits or other competent evidence is submitted to the Superintendent of Buildings that the completion of the construction in compliance with the State Building Construction Code and with other laws, ordinances or regulations affecting the premises, and in conformity with the approved plans and specifications. A final electrical, plumbing, heating or sanitation certificate or other evidence of compliance may be required before the issuance of the Certificate of Occupancy).

DISTRIBUTION: WHITE to APPLICANT, CANARY to FILE, PINK to OFFICE

STATE OF NEW YORK

AFFIDAVIT OF COMPLIANCE OF SMOKE ALARM INSTALLATION

IN ONE AND TWO FAMILY HOMES

State of New York)

SS:

County of Orange)

1. (I) (WE) are the transferer (s) of the property described herein, and attest that the property at the time of transfer has installed on its premises an operable single station smoke detecting alarm device.

2. The property is a (one) (two) family dwelling located at:

Address: _____

Town: _____ County _____

State: _____ Zip _____

3. (I) (We) make this affidavit in accordance with Section 373 subdivision 5 of the Executive Law.

Transferor L.S.

Transferor L.S.

Sworn to before me this _____ day

of _____, 19 _____

Notary Public

SCHEDULE "A"

all that certain tract or parcel of land situate, lying and being in the Town of New Windsor, County of Orange and State of New York, bounded and described as follows:

BEGINNING at a point in the southerly line of the Newburgh-Campbell Kill Highway at the northeasterly corner of certain lands heretofore conveyed by Floyd L. Green and wife to Raphaella A. Longworth and runs thence along the southerly line of said highway north 81 degrees 30 minutes east 125.30 feet to a point in the westerly line of a right of way, the said right of way being approximately 25 feet wide and extending from the southerly line of said highway to the shore line of a lake within the bounds of the lands of Floyd L. Green and wife, thence along the westerly line of said right of way south 31 degrees 41 minutes west 84.28 feet to a point in the northerly shore line of the said lake, thence along the shore line south 75 degrees 39 minutes west 83.47 feet to a point at the southeasterly corner of the said Longworth lands, thence along the easterly lines of Longworth's lands north 1 degree 06 minutes west 77.0 feet to the southerly line of said highway, being the point or place of beginning.

ALSO described as follows:

Beginning at a point in the southerly line of New York State Route No. 207, said point being S81°30'00"W 136.77 feet, said point being the most northwesterly corner of lands now or formerly John and Sandra Ryan, as described in Deed Liber 1972 at Page 922 and running thence;

- (1) S31°41'00"W 84.28 feet, along the said lands of Ryan, to a point in the shore line of a Lake, thence;
- (2) S73°04'30"W 81.70 feet, to a point in the shore line of a Lake, thence;
- (3) N1°06'00"W 77.00 feet, along lands now or formerly Raphaella Longworth, as described in Deed Liber 1078 at Page 332, to an iron pipe, thence;
- (4) N81°30'00"E 125.30 feet, along the aforesaid line of New York State Route No. 207, to the point or place of beginning.

TAX SEARCH

TOWN OF NEW WINDSOR
COUNTY OF ORANGE
SCHOOL DISTRICT 332002
PROPERTY CODE 210

1995 TAX ROLL

Assessed To: Louise Schumacher

Bill No.: 6479

Bounded: Map 55 Block 1 Lot 3
State Highway 207

Assessed Value: Land: \$ 5,000.00
Full: \$18,000.00

1995 State, County and Town Tax \$624.38 - paid January 16, 1995.

1995/96 School Tax \$1,399.85 - paid October 2, 1995.

Subject to Sewer and Water owing, if any.

*Policy will except all unpaid water rates and/or sewer
rents or assessments in the absence of paid bills and
receipts to be presented at closing
if the said premises are in an incorporated village,
village tax receipt must be produced.
Does not include assessments for any special district
not a part of the state and county tax roll*

**COMPANY EXCEPTS ANY LIABILITY OR DAMAGE
DUE TO THE REMOVAL OF PREMISES FROM AGED/
AGRICULTURAL/VETERANS/EXEMPTIONS.**

**Company will not accept seller's check
for payment of taxes at closing. Payment
must be by attorney's check or purchaser's
check.**

Floyd L. Green

Elsie B. Green

to

Central Hudson Gas

and Electric Corporation and

Highland Telephone Co.

Grant

Dated December 17, 1935

Cons. Pl.

Ack. January 2, 1936

Rec. March 7, 1936

Book 767 Page 453

#230 5-5140

In order to assist in the extension of electric and telephone service in the vicinity, the undersigned grants an easement to the Central Hudson Gas and Electric Corporation for an electric pole line and to Highland Telephone Co. for a telephone pole line on his-her-their-its land, including the highways through or next to it, located in the town of New Windsor, Orange County, New York.

This easement shall extend from the property line of Harriet Dunn on the west in an easterly direction to the property line of Mulliner on the east in which location the Central Hudson Gas and Electric Corporation may construct, operate and maintain an electric line, and/or Highland Telephone Co. may construct, operate and maintain a telephone line including the poles, wires, guys and other equipment required and may trim or remove trees so as to provide a clearance of 6 feet from their wires. In the event that both electric and telephone wires are placed across the said property they shall be placed on the same poles.

The exact location of this easement and line is to be determined initially with due regard both to the requirements of the said corporations and the interest of the undersigned in retaining the use of the land for the purposes to which it

is now devoted, insofar as this is possible, and the line will be afterwards removed if it materially interferes with any other use to which the land may be subsequently devoted provided that a new location reasonably suitable for the corporations requirements is made available without cost to them.

The Central Hudson Gas and Electric Corporation and Highland Telephone Co. shall reimburse the undersigned for any damage to his, her, their, its property caused solely by the said corporations in repairing the line to be located on this easement.

This right shall run to the successors or assigns of the Central Hudson Gas and Electric Corporation and Highland Telephone Co. and its provisions shall apply to and bind the heirs, legal representatives, successors, assigns, and licensees of the said Corporations and of the undersigner respectively.

Receipt of \$1.00 in payment for this grant is acknowledged by the undersigned.

Floyd L. Green

Grant

Elsie L. Green

Dated April 4, 1947

to

Cons. L. No.

Central Hudson Gas and

Ack. April 4, 1947

Electric Corporation,

Rec. July 2, 1947

a domestic corporation, and

Book 1050 Page 164

Highland Telephone Company,

a domestic corporation

Grants and conveys unto said corporations and each of them, their respective successors, assigns and lessees, an easement and right of way in, upon, over, ^{under} and across the lands of the undersigned, including roads and highways thereon and adjacent thereto, situated in the town of New Windsor, County of Orange, State of New York.

Said easement and line shall extend from the property line of Fillmore on the North in a southerly direction to the property line of Innes on the South thence from property of Innes on the West in an easterly direction across a pond to the property of Lucht on the East.

Together with the right at all times to enter thereon and have access thereto and to construct, relocate, operate and maintain thereon and to repair, replace, protect and remove a line of poles, cables, crossarms, wires, guys, braces, underground conduits and all other appurtenances and fixtures adapted to the present and future needs, uses and purposes of said corporations, their respective successors, assigns and lessees.

Together with the right also to attach guy wires to trees on said property and to trim, cut and remove trees and other objects thereon so as to provide a clearance of 10 feet from

the wires of said corporations.

The exact location of said easement and line is to be as determined by said corporations having regard to the origin, general direction and destination of said line and the requirements of said corporations. If such line hereafter materially interferes with any new use to which the land of the undersigned may subsequently be devoted, the corporations will, on reasonable notice, and on being given without cost a new easement and right of way, satisfactory in form to them, a substitute location reasonably suitable for their requirements, remove such line to such substitute location but only one such removal may be required.

Central Hudson Gas and Electric Corporation and Highland Telephone Company shall reimburse the undersigned for any damage to his-her-their-its property caused solely by the said corporations in repairing the line to be located on this easement.

The provisions hereof shall inure to and bind the heirs, legal representatives, successors, assigns and lessees of the undersigned and said corporations respectively.

Floyd L. Green

Elsie D. Green

to

Central Hudson Gas and
Electric Corporation,
a domestic corporation

and

Highland Telephone Company,
a domestic corporation

Grant

Dated September 5, 1951

Cons. 31. &c.

Ack. September 5, 1951

Rec. October 4, 1951

Book 1210 Page 338

Grant(s) and convey(s) unto said corporation(s) and each of them, their respective successors, assigns and lessees, an easement and right of way in, upon, over, under, and across the lands of the undersigned, including roads and highways thereon and adjacent thereto, situated in the town of New Windsor, County of Orange, State of New York.

Said easement and line shall extend from the property line of Little Britain Road on the North in a southerly direction to the property line of Ryan on the South and shall also extend to other portions of the property of the undersigned on which the existing line may be extended subsequently to supply service to additional points.

Together with the right at all times to enter thereon and to have access thereto, and to construct, relocate, operate and maintain thereon and to repair, replace, protect and remove a line of poles, cables, crossarms, wires, guys, braces, underground conduits and all other appurtenances and fixtures adapted to the present and future needs, uses and purposes of said corporation(s), their respective successors, assigns and

lessees.

Together with the right also to attach guy wires on said property and to trim, cut and remove trees and other objects thereon so as to provide a clearance of 10 feet from the wires of said corporations.

The exact location of said easement and line is to be as determined by said corporation(s) having regard to the origin, general direction and destination of said line and the requirements of said corporation(s).

Central Hudson Gas and Electric Corporation and Highland Telephone Company shall reimburse the undersigned for any damage to their property caused solely by the said corporations in repairing the line to be located on this easement.

The provisions hereof shall inure to and bind the heirs, legal representatives, successors, assigns and lessees of the undersigned and of said corporation(s) respectively.

" " "

Floyd L. Green

Elsie D. Green

to

Central Hudson Gas and

Electric Corporation,

a domestic corporation, and

Highland Telephone Company,

a domestic corporation

Grant

Dated August 25, 1952

Cons. 11 No.

Exk. August 25, 1952

Rec. October 3, 1952

Book 1246 Page 11

Grants and conveys unto said corporation(s) and each of them, their respective successors, assigns and lessees, an easement and right of way 30 feet in width throughout its extent in, upon, over, under and across the lands of the undersigned including roads and highways thereon and adjacent thereto, situated in the Town of New Windsor, County of Orange, State of New York.

Said easement and line shall extend from the property line of John and Emily Ryan on the North in a southerly direction to the property line of Sydney Hunter on the South and shall also extend to other portions of the property of the undersigned in order to make service available at additional points.

Together with the right at all times to enter thereon and to have access thereto and to construct, relocate, operate and maintain thereon and to repair, replace, protect and remove lines of poles, cables, crossarms, wires, guys, braces underground conduits and all other appurtenances and fixtures adapted to the present and future needs, uses and purposes of said corporation(s), their respective successors, assigns and lessees.

Together with the right also to trim, cut and remove

at any time such trees and other objects thereon and on adjacent property of the undersigned as in the judgment of said corporation(s), their respective successors, assigns and lessees, may interfere with, obstruct or endanger the construction, operation, or maintenance of said rights, lines and fixtures or any thereof.

The exact location of said easement and lines is to be as determined by said corporation(s) having regard to the origin, general direction and destination of said lines and the requirements of said corporation(s).

Reserving unto the undersigned the right to cultivate the ground between said poles and beneath said wires and fixtures, provided that such use of said ground shall not interfere with obstruct or endanger any of the rights granted as aforesaid and provided that no house or other structure shall be erected within the limits of the right of way without the written consent of said corporation(s), and provided that damage to the property owned by the undersigner caused solely by said corporation(s), their respective successors, assigns or lessees in maintaining or repairing said lines shall be adjusted at the expense of said corporation(s), their respective successors, assigns or lessees.

The provisions hereof shall inure to and bind the heirs, legal representatives, successors, assigns and lessees of the undersigned and said corporation(s) respectively.

This Indenture,

Made the day of February ; nineteen
hundred and fifty-four,

Between FLOYD L. GREEN and ELSIE D. GREEN, his wife, of the Town
of New Windsor (no street or number) County of Orange and State of
New York,

parties of the first part, and

CHESTER PECK and ESTELLA M. PECK, husband and wife, of the Town of
New Windsor (no street or number), County and State aforesaid, as
tenants by the entirety,

parties of the second part:

Witnesseth, that the parties of the first part, in consideration of

T E N

Dollars,

17 00 62

being the point of line to the north
North 1.06 West 77.0 feet to the southerly line of said highway
North lands, thence along the easterly line of Township 1, S. 14
83.47 feet to a point at the southerly corner of the said long
line of the said lake, thence along the shore line South 75.39 West
way South 31.71 West 67.28 feet to a point in the northerly shore
L. Green and wife, thence along the westerly line of said right of
to the shore line of a lake within the bounds of the lands of Lloyd
25 feet wide and extending from the southerly line of said highway
line of a right of way, the said right of way being approximately
said highway North 81.30 East 125.30 feet to a point in the westerly
highway A. Longworth, and thence along the southerly line of
of certain lands heretofore conveyed by Lloyd L. Green and wife, to
line of the Newburgh-Campbell Hall Highway at the northerly corner
bounded and described as follows: BEGINNING at a point in the southerly
in the Town of New Windsor, County of Orange and State of New York;
All that certain tract or parcel of land situate, lying and being
the survivor of them, his or her distributees
herby grant and release unto the parties
of the second part,
of the second part,
lawful money of the United States, and other valuable considerations

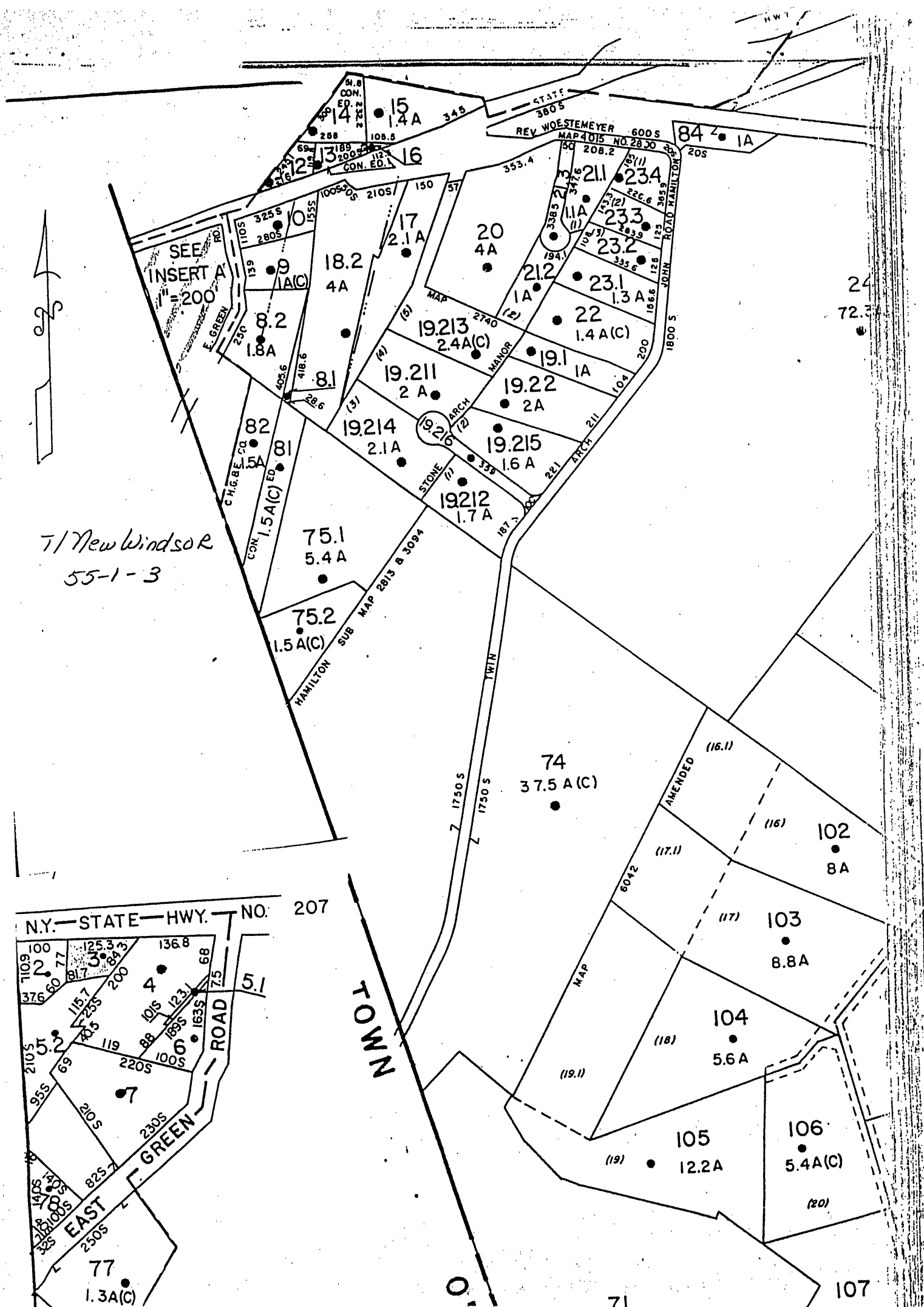
Being part of the premises conveyed by Eugene Thayer and others, to Floyd L. Green and wife, by two deeds, each dated March 11, 1935, and recorded in the Orange County Clerk's Office in Liber 763 of Deeds at page 552 and Liber 763 of Deeds at page 554, respectively.

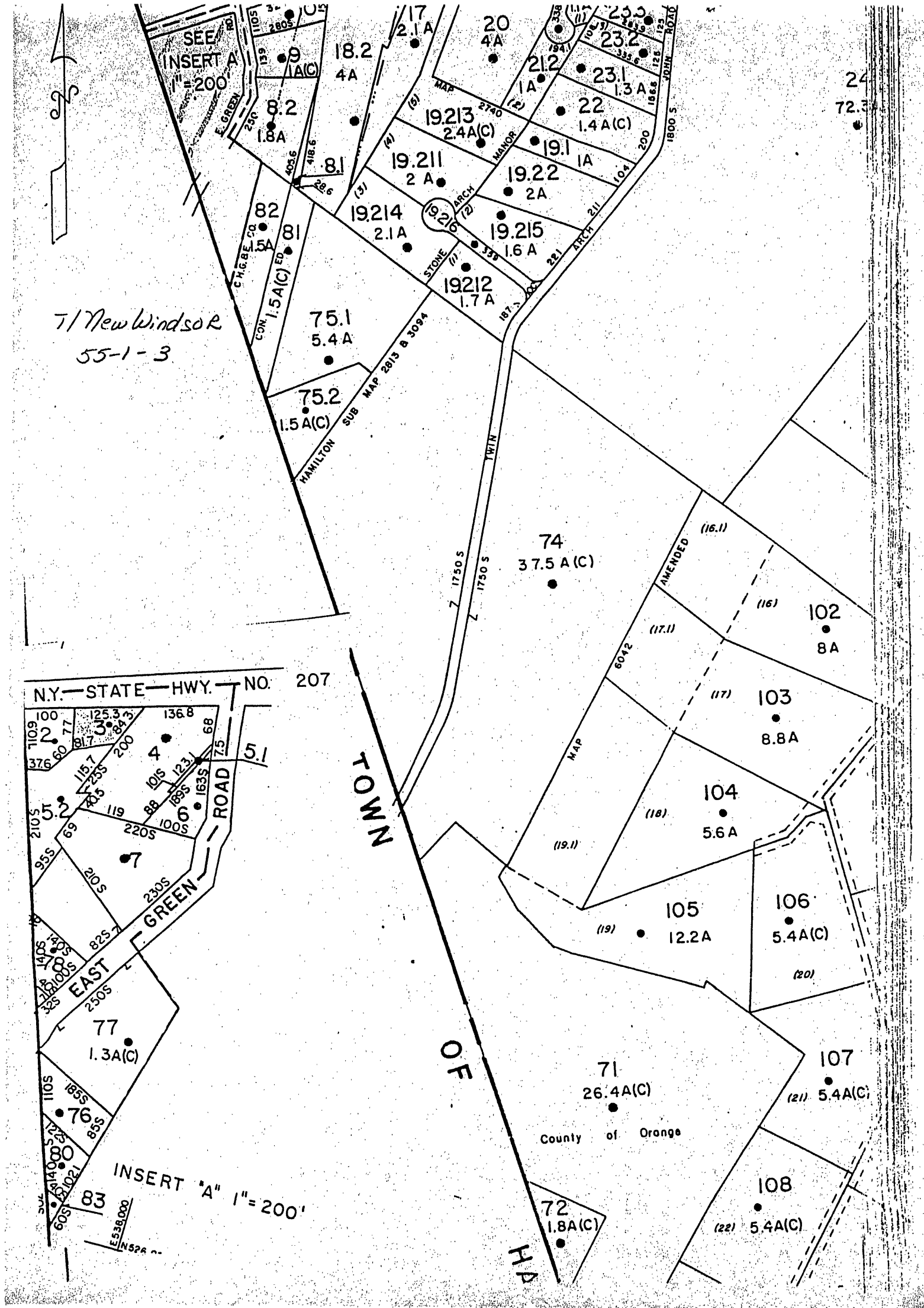
Also giving and granting unto the parties of the second part, their heirs and assigns, the right to use the existing pond and the future pond contemplated as southerly extension of the existing pond hereinafore mentioned for bathing, boating, fishing and other recreational purposes, such right to extend to the said parties of the second part, their heirs and assigns, and their guests upon the said premises, whether they be household or commercial, the parties of the first part covenanting and agreeing to keep and maintain the waters in said pond at their present normal level; reserving, however, the right to lower said water temporarily for the purpose of repairing the dam to the pond and making improvements to the said pond and covered by the waters of the said pond.

The said grantees covenant that they will not erect, build, maintain, suffer or permit on said plot or upon any part thereof, any dangerous, offensive or noxious trade, business or occupation, nor any public or private nuisance whatever and this covenant shall run with the land and bind all future owners.

The said grantees covenant that any dwelling or building erected on said plot or any part thereof, will be constructed and finished in a good, substantial and workmanlike manner in appearance, neatness and design and this covenant shall run with the land and bind all future owners.

**PREVIOUS
DOCUMENTS
IN POOR
ORIGINAL
CONDITION**





TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

96-6.

Date: 3-14-96

I. ✓ Applicant Information:

- (a) Louise L. Schumacher, 1425 Rt. 207, Rock Tavern, NY 12575 ⁴²⁷⁻²⁴⁶³
(Name, address and phone of Applicant) (Owner)
(b) _____
(Name, address and phone of purchaser or lessee)
(c) _____
(Name, address and phone of attorney)
(d) _____
(Name, address and phone of contractor/engineer/architect)

II. Application type:

☐ Use Variance

☐ Sign Variance

☒ Area Variance

☐ Interpretation

III. ✓ Property Information:

- (a) R-1 1425 Rt. 207 55-1-3 ^{81.70 front width}
(Zone) (Address) (S B L) (Lot size) ^{77.00 side to back}
^{125.30 rear width}
(b) What other zones lie within 500 ft.? N/A
(c) Is a pending sale or lease subject to ZBA approval of this application? No
(d) When was property purchased by present owner? 4/85
(e) Has property been subdivided previously? No
(f) Has property been subject of variance previously? yes
If so, when? 1992
(g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? No
(h) Is there any outside storage at the property now or is any proposed? Describe in detail: No

IV. Use Variance. N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow: _____
(Describe proposal) _____

N/A
 (b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

(c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes _____ No X.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

✓ V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 98-12, Table of use/bulk _____ Regs., Col. G, E, F.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yd. <u>45'</u>	<u>25'</u>	<u>20'</u>
Reqd. Side Yd. <u>20'</u>	<u>5'</u>	<u>15'</u>
Reqd. Rear Yd. <u>50'</u>	<u>10'</u>	<u>40'</u>
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

* Residential Districts only

** No-residential districts only

✓ (b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

The Variance, if granted, will not create detriment to the public health, safety, or welfare of nearby properties. The proposed variance will produce no change to the character of the neighborhood. The area variance is not substantial. Proposed variance will have no adverse effect on physical or environmental conditions. The alleged difficulty was not self-created since the residence was constructed in 1945 & is pre-existing zoning.

(You may attach additional paperwork if more space is needed)

VI. Sign Variance: N/A

(a) Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
	_____	_____	_____

N/A
(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

N/A
(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation N/A

(a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

(b) Describe in detail the proposal before the Board:

✓ VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

(b) Variance: Granted (___) Denied (___)

(c) Restrictions or conditions: _____

_____.

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

Date 2/26/98, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Francis R. 41 147 Sycamore Dr DR.
New Windsor NY 12553

DATE			CLAIMED	ALLOWED
2/5/96		Zoning Board Meeting	7500	
		Misc - 2		
		VGR - 5		
		Schumacher - 5 22.50		
		mans - 6		
		Wal-Mart - 6		
		Abbott - 3		
		Petro Metal 5 - 19		
		him - 3		
		Rice Chopper - 4		
		<u>53,295</u>	235 50	
			<u>313 50</u>	

SCHUMACHER, LOUISE

MR. NUGENT: Request for 20 ft. front yard, 15 ft. side yard variances for proposed attached garage, and 40 ft. rear yard variance for proposed attached rear deck at 1425 Route 207 in an R-1 zone.

Ms. Louise Schumacher appeared before the board for this proposal.

MS. SCHUMACHER: You have a copy of the plan, I brought some photos, I'm not sure what else you might need at this point. It was kind of hard to take them when we still had at snow out front. When I put the addition on the back, I had to get a variance for that. Then we put a deck on that went out the same as the living room, I'm not planning on going any further than that and the same in the front, I'm not going out any further than where the bedroom comes out. So I didn't really think I needed a variance for that part.

MR. NUGENT: Living room, existing living room 40 feet from your rear line?

MS. SCHUMACHER: No, it's about 3 1/2 feet.

MR. TORLEY: They had a variance for the living room.

MR. NUGENT: I'm confused. They need a 40 foot variance?

MR. TORLEY: Mike, can you give us a hand on this one?

MS. BARNHART: What they received previously is attached to your paperwork.

MS. SCHUMACHER: Basically, what we want to do now is build on to the garage that is where I thought we needed the variance on this side yard because there's not any space there to build on.

MR. NUGENT: You need 15 foot side yard.

MR. BABCOCK: 20 foot, that is an R-1 zone, Jim, it's a requirement of 20 foot side yard.

MR. NUGENT: Okay, I have 15 on mine.

MR. BABCOCK: They are proposing five foot so they need a variance of 15.

MS. SCHUMACHER: Yeah, what we want to do is take that wall out and make the garage wider and put the second floor and then basically add to the deck in the back. Here's part of the back, we built the living room on over here, that is the front, we just want to extend it over this way, so I thought it would just be a side yard variance, since we got the one in the back before cause we're not going where the, passed where the living room addition was. Frank had written it up that way.

MR. BABCOCK: Maybe I can clear it up. The garage, once they build the garage on, it will be 25 feet. The property, the house sits at a little angle to the road. If you can see, the house now is 26.5 feet off the property line with this addition, it will only be 25 feet so they need a front yard variance.

MR. NUGENT: Are they on a corner?

MR. BABCOCK: No, if you see the angle of the house with the road. They are getting closer to the road than they are now, even though they are building it straight.

MS. SCHUMACHER: That was the problem.

MR. BABCOCK: Right.

MS. SCHUMACHER: We were keeping it in line with where it already sticks out there and the deck extension is in line with the current deck.

MR. KANE: If they are only going ahead another foot and a half, whatever, why do they need a 20 foot front yard variance?

MR. BABCOCK: Because the requirements of the front yard is 45 feet.

MR. KANE: Even though the existing is only 25 or whatever you got to go for the full?

MR. BABCOCK: Right, that is the requirement. That is how we normally do it. Now the side yard they are proposing to be five foot, the requirement is 20 so they need a variance of 15. Now, the rear yard, yes, she's correct that they did get a variance for the deck on the other side but the board normally acts on the plan that is in front of them, okay, so I just, while it's here, we can cover that. If you feel it doesn't need a variance, that is fine, in other words, this wasn't on the original plan.

MR. NUGENT: The deck has no rear yard?

MR. BABCOCK: Has 3.8.

MS. SCHUMACHER: That is the living room corner.

MR. BABCOCK: I don't want to get them in trouble, that variance, you acted on that plan for that variance, not on this other one.

MR. KANE: If a variance is granted, anything up to that line, it doesn't matter if they add on to it as long as it doesn't go passed the original line that they received the variance for, correct?

MR. BABCOCK: Mike, the simple thing is that the board acted on a plan that was in front of them and the plan has changed, that is fine and if you feel she doesn't need a rear variance, that is fine with me.

MR. KRIEGER: She needs the others anyway so.

MR. BABCOCK: It just should be in the record.

MR. NUGENT: While you're here, you might as well get them all, price is the same.

MS. SCHUMACHER: Like I said, pictures were hard to take far away with all the snow around. What we want to do is extend the side of this garage out and extend

the deck over.

MR. NUGENT: It's going to be narrow, the deck is going to be narrow.

MS. SCHUMACHER: What are the dimensions of it?

MR. BABCOCK: To the garage is going to be narrow right?

MS. SCHUMACHER: It will be, no, because we're adding a whole new section on to the garage, it would be have the deck addition would be 16.

MR. NUGENT: 16 all the way across will be okay, I see.

MS. SCHUMACHER: It's 12 that way and then you, yeah, like I say, it was hard to get a good picture so the deck would be all the way across here.

MR. TORLEY: I move we set up Louise Schumacher for requested variances.

MR. LANGANKE: Second it.

ROLL CALL

MR. REIS	AYE
MR. KANE	AYE
MR. LANGANKE	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

MR. KRIEGER: The criteria that the board must consider by law is written down on the sheet. If you take that with you and address yourself at the public hearing to those criteria, that would be helpful. In addition, I would like to see at the time of the public hearing a copy of your deed, a copy of your title insurance policy. Again, I don't need to keep them, just need to look at them. So you don't have to bring additional copies, just give them to me to look at. Your existing title policy from when you purchased the premises should still apply to you and refinance, you may have had to purchase additional insurance for the new bank,

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maybe yes, maybe no, but in terms of what you have got your title insurance is generally good for as long as you own it and you still own it.

MS. BARNHART: Bring pictures when you come back for the public hearing.

MS. SCHUMACHER: Thank you.